



Order Filed on March 1, 2021  
by Clerk,  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with  
D.N.J.LBR 9004-1**

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*Formed in the State of Florida*

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In re:

James B. Pawson

Debtor.

Chapter: 13

Case No.: 19-11404-SLM

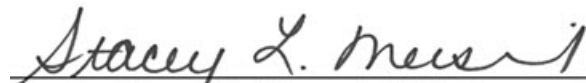
Hearing Date: February 24, 2021

Judge Stacey L. Meisel

**CONSENT ORDER RESOLVING CREDITOR'S CERTIFICATION OF DEFAULT**

The relief set forth on the following pages is hereby **ORDERED**.

**DATED: March 1, 2021**

  
Honorable Stacey L. Meisel  
United States Bankruptcy Judge

Debtor: James B. Pawson  
Case No.: 19-11404-SLM  
Caption of Order: **CONSENT ORDER RESOLVING CREDITOR'S CERTIFICATION OF DEFAULT**

THIS MATTER having been opened to the Court upon the Certification of Default ("COD") filed by Fifth Third Bank, N.A. ("Creditor"), and whereas the post-petition arrearage was \$2,983.50 as of February 18, 2021, and whereas the Debtor and Creditor seek to resolve the COD, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Movant's interest in the following property: **2017 Kia Forte; VIN: KNAFK5A89H5678442** ("Property") provided that the Debtor complies with the following:

- a. Beginning on or before the March 23, 2021 payment and continuing on the 23<sup>rd</sup> day of each subsequent month until paid in full, the Debtor shall cure the post-petition arrearage, \$2,983.50, by remitting six (6) consecutive monthly payments of \$497.25 each directly to Creditor; and
- b. The Debtor shall also resume making the regular contractual monthly payments directly to Creditor as each becomes due, beginning with the March 23<sup>rd</sup>, 2021 payment and continuing thereon per the terms of the underlying loan; and
- c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.

2. All payments due hereunder shall be sent directly to Creditor at the following address: **Fifth Third Bank, N.A., 1830 East Paris S.E., MD#RSCB3E Grand Rapids, Michigan 49546.**

3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees in the amount of \$250.00 to be paid through the Chapter 13 Plan.

**STIPULATED AND AGREED:**

/s/ Steven J. Abelson

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